

Parsons School of Design, a Division of the New School for Social Research and Parsons Faculty Federation, New York State United Teachers, American Federation of Teachers, AFL-CIO, Petitioner. Case 2-RC-19396

21 February 1984

DECISION ON REVIEW

**BY CHAIRMAN DOTSON AND MEMBERS
HUNTER AND DENNIS**

On 1 April 1983 the Regional Director for Region 2 issued a Decision and Direction of Election in the above-entitled proceeding in which he found appropriate a unit comprised of all full-time and part-time instructors employed at the Employer's New York City campus.¹ The Employer then filed with the Regional Director a motion for reconsideration which was granted and, alternatively, a motion to reopen the record which was denied. Thereafter, pursuant to Section 102.67 of the Board's Rules, the Employer filed a timely request for review of the Regional Director's decision contending that, in finding a full-time/part-time faculty unit appropriate, the Regional Director made erroneous factual findings and departed from established Board precedent.² By telegraphic order dated 6 May 1983, the Board granted the Employer's request for review. The Employer has filed, as its brief on review, its request for review. The Petitioner has filed an opposition which includes its posthearing brief to the Regional Director.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has reviewed the entire record in this case and makes the following findings:

Parsons School of Design, a Division of the New School for Social Research, is a New York not-for-profit corporation engaged in the operation of institutions for higher education with campuses located in New York, New York, Los Angeles, California, and Paris, France. At the time of the hearing, approximately 20 full-time instructors and 200 part-

time instructors were employed at the Employer's New York location for the purpose of instructing students in various art-related fields.

The New York City campus is divided into seven academic departments: fine arts, fashion design, illustration, environmental design, communications design, crafts, and photography. In addition, there are three non-degree-bearing programs: art history, liberal arts, and the foundation year. With the exception of the liberal arts programs, each division is headed by a full-time chairman or coordinator who is appointed by the Employer's executive dean and who, in turn, participates in the selection of part-time instructors.

Full-time instructors teach approximately 18 hours per week, are salaried, generally receive hourly contracts,³ and are eligible for insurance benefits and inclusion in the Employer's pension program. Part-time instructors, who generally pursue full-time careers in art or art-related fields, are hired on a yearly or semester basis at a sessional rate⁴ which varies according to type of course taught and the instructor's reputation or experience. Part-time instructors are not eligible for inclusion in the pension plan or for paid insurance benefits. While both full-time and part-time instructors receive virtually identical employment contracts which contain, inter alia, language that a course may be canceled and salary adjusted commensurately, the record indicates that full-time instructors generally are permitted to "make up" lost teaching hours rather than suffer a salary decrease. Neither full-time nor part-time instructors are eligible for tenure, nor do they participate in university governance. Full-time faculty members may share offices with part-time faculty, and both employee groups participate to about the same limited extent in nonteaching activities such as counseling students.

In making his unit determination, the Regional Director, relying on *University of San Francisco*, 265 NLRB 1221 (1982),⁵ found that part-time instructors share a community of interests by virtue of their hiring on the basis of special expertise, pursuant to identical employment contracts, common method of compensation, and similar working conditions, including the teaching of regularly sched-

¹ The Regional Director directed an election in a unit of "all full-time instructors and all part-time instructors employed by the Employer at its New York City campus, excluding deans, foundation year director, department chairpersons, department coordinators, librarians, technicians, instructors in the Employer's continuing education program, office clerical employees, guards, and supervisors as defined in the Act."

² In its request for review, the Employer contends that the Regional Director's finding departs from Board precedent established by *New York University*, 205 NLRB 4 (1973), in which the Board overruled *University of New Haven*, 190 NLRB 478 (1971), and found the inclusion of part-time faculty in a faculty unit inappropriate in light of differences in compensation, participation in university governance, eligibility for tenure, and working conditions. Additionally, the Employer contends that a unit comprised of part-time instructors is inappropriate in light of their "diverse and heterogeneous" backgrounds and interests and commitment to full-time professional careers other than teaching.

³ Pursuant to a recent change in policy, 2-year contracts have been authorized for full-time faculty members who have taught at Parsons, New York, for 5 years.

⁴ A "session" is defined as three student contract hours per week.

⁵ In *University of San Francisco*, supra, the Board found a unit of part-time faculty members appropriate based on a common method of hire and compensation, similar employment contracts, similar terms and conditions of employment, individual freedom to design curriculum and teaching methods within an assigned course description, proximate work locations, and opportunity for contact with other unit members.

uled classes and the flexibility of working hours. Without finding a separate part-time unit appropriate, the Regional Director further found that full-time instructors have a community of interest with part-time instructors as members of both employee groups share offices, have common departmental and overall supervision, receive similar employment contracts, participate about equally in non-teaching duties, and are ineligible for tenure. Thus, he concluded that a unit comprised of both full-time and part-time faculty members was appropriate, finding that differences in wages and benefits did not demonstrate a lack of community of interest. In so doing, he distinguished this case from *New York University*, supra, finding that, with the exception of compensation, part-time and full-time faculty herein do not differ significantly with respect to those relevant factors found to warrant the exclusion in *New York University* of part-time instructors from a faculty unit.

The record here shows that the Petitioner, by its amended petition, sought to represent a unit of part-time faculty employed at the Employer's New York City campus. In light of this request, we find it unnecessary to determine whether an overall full-time/part-time faculty unit would be appropriate. We find, however, that a part-time faculty unit is

appropriate under *University of San Francisco*, supra, based on the community of interest among part-time faculty members demonstrated by the factors set forth in the Regional Director's decision described above.

In view of the foregoing, we shall modify the unit found appropriate by the Regional Director to exclude full-time faculty. Accordingly, we find that the following is an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b):

All part-time instructors employed by the Employer at its New York City campus, excluding deans, foundation year director, department chairpersons, department coordinators, librarians, technicians, instructors in the Employer's continuing education program, office clerical employees, guards, and supervisors as defined in the Act.

The Board has been administratively advised that the Regional Director for Region 2 has impounded the ballots from an election conducted among the employees in the appropriate unit. Accordingly,

We remand this proceeding to the Regional Director for the purpose of opening and counting the ballots in the election held herein and for further appropriate action.